

# **Exhibit D**

U.S. Department of Homeland Security  
500 12<sup>th</sup> Street, S.W., Stop 5009  
Washington, D.C. 20536-5009



U.S. Immigration  
and Customs  
Enforcement

September 19, 2012

CHRISTOPHER SOGHOIAN  
CENTER FOR APPLIED CYBERSECURITY RESEARCH  
INDIANA UNIVERSITY  
P.O. BOX 2266  
WASHINGTON, DC 20013

Re: ICE FOIA Case Number 2012FOIA5235

Dear Mr. Soghoian:

This letter is the final response to your Freedom of Information Act (FOIA) request to U.S. Immigration and Customs Enforcement (ICE), dated January 25, 2012. You have requested copies of all legal opinions, memoranda, briefs, training manuals, e-mails and as any other documents including communications with other federal and state agencies relating to "cell site simulators," "IMSI catchers", "TriggerFish", "StingRay", "AmberJack" or other similar mobile phone surveillance and tracking devices.

Your request has been processed under the FOIA, 5 U.S.C. § 552.

A search of the ICE Office of Acquisition Management (OAQ) for records responsive to your request produced forty-one (41) pages responsive to your request. After review of those documents, I have determined that 5 pages are released in full and portions of 36 pages will be withheld pursuant to Exemptions (b)(4), (b)(6), (b)(7)(C), and (b)(7)(E) of the FOIA as described below.

ICE has applied Exemption 4 to protect from disclosure unit price and quantity information contained within the documents.

**FOIA Exemption 4** protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. The courts have held that this subsection protects (a) confidential commercial information, the disclosure of which is likely to cause substantial harm to the competitive position of the person who submitted the information and (b) information that was voluntarily submitted to the government if it is the kind of information that the provider would not customarily make available to the public. I have reviewed the responsive documents, the submitter's objections to release, and relevant case law, and I have determined that portions of the responsive records are exempt from disclosure under subsection (b)(4) of the FOIA and must be withheld in order to protect the submitter's proprietary interests.

ICE has applied Exemptions 6 and 7(C) to protect from disclosure of the names, phone numbers, and email addresses of DHS employees and third parties contained within the documents.

**FOIA Exemption 6** exempts from disclosure personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public's right to disclosure against the individual's right privacy. The types of documents and/or information that we have withheld may consist of social security numbers, home addresses, dates of birth, or various other documents and/or information belonging to a third party that are considered personal. The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

**Exemption 7(C)** protects records or information compiled for law enforcement purposes that could reasonably be expected to constitute an unwarranted invasion of personal privacy. This exemption takes particular note of the strong interests of individuals, whether they are suspects, witnesses, or investigators, in not being unwarrantably associated with alleged criminal activity. That interest extends to persons who are not only the subjects of the investigation, but those who may have their privacy invaded by having their identities and information about them revealed in connection with an investigation. Based upon the traditional recognition of strong privacy interest in law enforcement records, categorical withholding of information that identifies third parties in law enforcement records is ordinarily appropriate. As such, I have determined that the privacy interest in the identities of individuals in the records you have requested clearly outweigh any minimal public interest in disclosure of the information. Please note that any private interest you may have in that information does not factor into this determination.

**FOIA Exemption 7(E)** protects records compiled for law enforcement purposes, the release of which would disclose techniques and/or procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law. I have determined that disclosure of certain law enforcement sensitive information contained within the responsive records could reasonably be expected to risk circumvention of the law. Additionally, the techniques and procedures at issue are not well known to the public.

You have the right to appeal ICE's withholding determination. Should you wish to do so, send your appeal and a copy of this letter to: U.S. Immigration Customs Enforcement, Office of Principal Legal Advisor, U.S. Department of Homeland Security, Freedom of Information Office, 500 12<sup>th</sup> Street, S.W., Stop 5009 Washington, D.C. 20536-5009, following the procedures outlined in the DHS regulations at 6 C.F.R. § 5.9. Your appeal must be received within 60 days of the date of this letter. Your envelope and letter should be marked "FOIA Appeal." Copies of the FOIA and DHS regulations are available at [www.dhs.gov/foia](http://www.dhs.gov/foia).

The Office of Government Information Services (OGIS) also mediates disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. If you are requesting access to your own records (which is considered a Privacy Act request), you should know that OGIS does not have the authority to handle requests made under the Privacy Act of 1974. If you

<sup>1</sup> to contact OGIS, you may email them at [ogis@nara.gov](mailto:ogis@nara.gov) or call 1-877-684-6448.

Provisions of the FOIA allow us to recover part of the cost of complying with your request. In this instance, because the cost is below the \$14 minimum, there is no charge.<sup>1</sup>

If you need to contact our office about this matter, please refer to case number **2012FOIA5235**. This office can be reached at (866) 633-1182.

Sincerely,

  
Catrina M. Pavlik-Keenan  
FOIA Officer

Enclosure(s): 41 pages

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<sup>1</sup> 6 CFR § 5.11(d)(4).



**U.S. Immigration  
and Customs  
Enforcement**

*Office of Acquisition Management*  
**U.S. Department of Homeland Security**  
 800 I Street, NW  
 Washington, DC 20536

### **DOCUMENTATION OF SELECTION**

<b>Date:</b>	August 25, 2011	<b>Order #:</b>	HSCETE-11-J-00381
<b>Contract Specialist:</b>	[REDACTED]	<b>Solicitation #:</b>	HSCETE-11-Q-00203
<b>Requisition(s):</b>	192111VHQBCSC0019.3	<b>Fed Bid Buy#:</b>	N/A
<b>Customer POC:</b>	[REDACTED]	<b>Award Date:</b>	August 25, 2011
<b>Customer POC #:</b>	(802)870-[REDACTED]c	<b>Award Amount:</b>	\$61,631.25
<b>Delivery Date/ Period of Performance:</b> 30 days after award			
<b>Buy Description:</b> Grabba Devices (Data Capture Attachments)			

**Vendor Information:**

<b>Contractor</b>	Government Acquisitions	<b>Vendor POC:</b>	[REDACTED]
<b>Contract #</b>	HSHQDC-07-D-00024	<b>Vendor POC #:</b>	(513)568-[REDACTED]c
<b>DUNS #</b>	603814054	<b>Vendor E-mail:</b>	[REDACTED]

**Introduction:**

Requisition # 192111VHQBCSC0019.3 was submitted by Homeland Security Investigations (HSI) Division 2 to acquire 25 Grabba Devices. The device is a cell phone attachment containing a software application that allows the user to capture data for recording transactions, transformations and events. The device contains a reader that can scan credentials, tags, licenses, and ID cards. The purchase request submitted to the Office of Acquisition Management (OAQ) funded \$62,500.00 for this requirement.

**Background:**

This procurement is a First Source action pursuant to FAR Subpart 16.5-Indefinite Delivery Contracts. Delivery / Task Orders placed under an IDIQ agreement are exempt from the requirements from the requirements of FAR part 5 & 6. The original awards, made by DHS Headquarters, satisfied all the requirements of Parts 5 & 6 of the FAR.

**Solicitation:**

OAQ issued a request for quotations (RFQ) under the DHS First Source Contract via Fed Connect. This announcement satisfies the requirements for a fair opportunity to be considered. The solicitation was a Lowest Price Technically Acceptable (LPTA) Brand Name or equal requirement. All nine First Source contractors (Small Businesses) were given the opportunity to submit quotes. The table below provides a snapshot of the RFQ results.

Vendor	Original Quote	Increase Revised Quote #	Quote Technically Acceptable	Business Type	EPLS	CCR
Government Acquisitions	\$56,700.75	\$61,631.25	Yes	SM	✓	✓
St. Net Apttis Firstsource	\$63,461.83	\$68,691.00	Yes	SM		

\*RFQ responses were revised to increase the quantity of devices from 23 to 25. Vendors were notified of the changes via e-mail.

**Determination / Price Reasonableness:**

Based on FAR 13.106-3 (a)(1) the Government may establish price fair and reasonableness based on competitive quotations of offers. Two (2) vendors responded to this RFQ and Government Acquisitions offered the lowest price technically acceptable product.

It is in the Government's best interest to award Delivery Task Order HSCETE-11-J-00381 to Government Acquisitions under contract # HSHQDC-07-D-00024 in the amount of \$61,631.25. In addition, Government Acquisitions is a responsible vendor as verified by Excluded Parties List Systems (EPLS) as of 08/25/2011. The company also has an active registration in Contractor Central Registration (CCR).

[REDACTED]  
Contract Specialist

08/25/2011

Date

[REDACTED]  
Contracting Officer

8/25/11

Date

ORDERS FOR SUPPLIES OR SERVICES						PAGE OF PAGES 1      6
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						
1. DATE OF ORDER 09/21/2010	2. CONTRACT NO. (If any) FA8771-04-D-0003		6. SHIP TO:			
3. ORDER NO. HSCETE-10-F-00069	4. REQUISITION/REFERENCE NO. 192110VHQ6TEC0117		a. NAME OF CONSIGNEE Immigration and Customs Enforcement			
5. ISSUING OFFICE (Address correspondence to) ICE/Information Tech/SW & HW Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536			b. STREET ADDRESS Attn: [REDACTED] 10720 Richmond Highway Stop [REDACTED] (q)			
7. TO:			c. CITY Lorton			d. STATE VA    e. ZIP CODE 22079
a. NAME OF CONTRACTOR HARRIS IT SERVICES CORPORATION			f. SHIP VIA			
b. COMPANY NAME			g. TYPE OF ORDER			
c. STREET ADDRESS 21000 ATLANTIC BLVD SUITE 300			<input type="checkbox"/> b. PURCHASE REFERENCE YOUR: Quote #981-00059			<input checked="" type="checkbox"/> b. DELIVERY <p>Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.</p>
d. CITY DULLES			f. ZIP CODE VA 201662496			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule			10. REQUISITIONING OFFICE ICE Ofc of Investigations HQ Div. 6			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						
<input type="checkbox"/> a. SMALL <input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> e. HUBZone		<input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> f. EMERGING SMALL BUSINESS		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award		16. DISCOUNT TERMS Net 30
17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)		QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	DUNS Number: 602938771 THIS ORDER IS ISSUED AGAINST THE US AIR FORCE NETCENTS CONTRACT # FA8771-04-D-0003 UNDER AUTHORITY OF THE ECONOMY ACT (31 U.S.C. 1535). ALL NETCENTS CONTRACT # FA8771-04-D-0003 TERMS AND CONDITIONS Continued ...					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	\$188,452.00
	21. MAIL INVOICE TO:					
	a. NAME DHS, ICE					
b. STREET ADDRESS (or P.O. Box)	Burlington Finance Center P.O. Box 1620 Attn: ICE-OI-HQ-DIV 6					
c. CITY Williston			e. ZIP CODE 05495-1620	\$188,452.00		17(i) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed)		TITLE: CONTRACTING/ORDERING OFFICER		
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE						

ORDER FORM SUPPLIES OR SERVICES SCHEDULE - CONTINUATION						PAGE NO 2
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						
DATE OF ORDER 09/21/2010	CONTRACT NO. FA8771-04-D-0003				ORDER NO. HSCETE-10-F-00069	
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	APPLY. ALL NETCENTS DEES AND ANY RELATED CONUS SHIPPING CHARGES ARE INCLUDED. THIS IS A FIRM FIXED PRICE ORDER TO UPGRADE A PORTION OF THE EXISTING OVER THE AIR TRACKING SYSTEM WITH ADDITIONAL EQUIPMENT AND TRAINING. THE TRAINING LOCATED IN PHOENIX, AZ WILL FOCUS ON THREE SOFTWARE PACKAGES (IDEN, GSM, AND CDM MOBILE HANDSETS) FOR FOUR STUDENTS MAXIMUM, EIGHT HOURS A DAY OVER FIVE DAYS.  THE PERIOD OF PERFORMANCE IS 180 DAYS FROM AWARD.  ADVANCE PAYMENTS ARE NOT AUTHORIZED, CONTRACTOR SHALL SUBMIT INVOICE MONTHLY OR QUARTERLY IN ARREARS.  NAICS: 517110 PSC: 7050 Period of Performance: 09/27/2010 to 03/26/2011					
0001	STINGRAY II - UP: STINGRAY II UPGRADE  Accounting Info: SWBV000-000 BA 10-50-00-000 15-01-0600-08-00-00-00 GE-31-00-00- ----- 000000 Funded: [REDACTED]	1	EA	[REDACTED]	[REDACTED]	[REDACTED]
0002	2009523-1: LAPTOP PC, INCLUDED IN THE COST OF THE STINGRAY II UPGRADE  Accounting Info: SWBV000-000 BA 10-50-00-000 15-01-0600-08-00-00-00 GE-31-00-00- ----- 000000 Funded: [REDACTED]	1	EA	[REDACTED]	[REDACTED]	[REDACTED]
0003	PA-KIT-30W IDEN 800: HARPOON IDEN 800 MHZ  Accounting Info: SWBV000-000 BA 10-50-00-000 15-01-0600-08-00-00-00 GE-31-00-00- ----- 000000 Continued ...	1	EA	[REDACTED]	[REDACTED]	[REDACTED]

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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OPTIONAL FORM 348 (Rev. 4/2000)

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ORDER FOR SUPPLIES OR SERVICES  
SCH. JLE - CONTINUATION

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

09/21/2010

EA8771-04-D-0003

ORDER NO.

HSCETE-10-F-00069

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0004	Funded: PA-KIT-30W DUAL-BAND: HARPOON DUAL-BAND 850/1900 MHZ  Accounting Info: SWBV000-000 BA 10-50-00-000 15-01-0600-08-00-00-00 GE-31-00-00- ----- 000000 Funded: [REDACTED]	1	EA		[REDACTED]	
0005	PA-KIT-30W 2100: HARPOON 2100 MHZ  Accounting Info: SWBV000-000 BA 10-50-00-000 15-01-0600-08-00-00-00 GE-31-00-00- ----- 000000 Funded: [REDACTED]	1	EA		[REDACTED]	
0006	TRAIN-WC-SRII-AIR-3-5: TRAINING - WEST COAST SRII AIRBORNE 3-PROTOCOL 5 STINGRAY II AIRBORNE TRAINING  Accounting Info: SWBV000-000 BA 10-50-00-000 15-01-0600-08-00-00-00 GE-25-00-00- ----- 000000 Funded: [REDACTED]	1	EA		[REDACTED]	
0007	AIRBN-KIT-II: AIRBORNE FLIGHT KIT  Accounting Info: SWBV000-000 BA 10-50-00-000 15-01-0600-08-00-00-00 GE-31-00-00- ----- 000000 Funded: [REDACTED]	1	EA		[REDACTED]	
0008	SIDEWINDER: HANDHELD PASSIVE DF TOOL (CDMA, GSM, 2100)  Accounting Info: SWBV000-000 BA 10-50-00-000 15-01-0600-08-00-00-00 GE-31-00-00- ----- 000000 Funded: [REDACTED]  Continued ...	2	EA		[REDACTED]	

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OPTIONAL FORM 348 (Rev. 4/2008)

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**ORDER FOR SUPPLIES OR SERVICES**  
**SCH JLE - CONTINUATION**

PAGE NO

4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.  
 09/21/2010 FA8771-04-D-0003

ORDER NO.  
 HSCETE-10-F-00069

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0009	PPK-12VDC: PORTABLE POWER KIT  Accounting Info: SWBV000-000 BA 10-50-00-000 15-01-0600-08-00-00-00 GE-31-00-00- ----- 000000 Funded: [REDACTED]	1	EA		[REDACTED]	
0010	PPK-CHARGER: POWER PACK KIT CHARGER  Accounting Info: SWBV000-000 BA 10-50-00-000 15-01-0600-08-00-00-00 GE-31-00-00- ----- 000000 Funded: [REDACTED]  INVOICE PAYMENT INSTRUCTIONS  Please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ.  1. Invoices shall now be submitted via one of the following three methods:  a. By mail: See Block 21.  b. By facsimile (fax) at: 802-288-[REDACTED] (q) (include a cover sheet with point of contact & # of pages)  c. By e-mail at:  [REDACTED]  Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration ( <a href="http://www.ccr.gov">http://www.ccr.gov</a> ) prior to award and shall be notated on every invoice submitted to ICE/OAQ on or after 01 March 2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice. Please send an additional copy of the invoice to  [REDACTED] continued ...	1	EA	[REDACTED]		

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OPTIONAL FORM 34B (Rev. 4/2000)

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**ORDER FOR SUPPLIES OR SERVICES**  
**SCH JLE - CONTINUATION**

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.  
09/21/2010 FA8771-04-D-0003

ORDER NO.

HSCETE-10-E-00069

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <ul style="list-style-type: none"> <li>(i) Name and address of the Contractor;</li> <li>(ii) Invoice date and number;</li> <li>(iii) Contract number, contract line item number and, if applicable, the order number;</li> <li>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</li> <li>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</li> <li>(vi) Terms of any discount for prompt payment offered;</li> <li>(vii) Name and address of official to whom payment is to be sent;</li> <li>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</li> <li>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</li> <li>(x) Electronic funds transfer (EFT) banking information.</li> </ul> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Continued ...).</p>					

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\$0.00

OPTIONAL FORM 348 (Rev. 4/2006)  
 Prescribed by GSA FAR (46 CFR) 63.215(f)

ORDER FOR SUPPLIES OR SERVICES  
SCH. JLE - CONTINUATION

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

09/21/2010 FA8771-04-D-0003

ORDER NO.  
HSCETE-10-F-00069

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.</p> <p>For questions regarding this order:</p> <p>Contract Officer: [REDACTED] 202-73[REDACTED] (q)</p> <p>Contract Specialist: [REDACTED] 202-73[REDACTED] (q)</p> <p>Technical POC: [REDACTED] 703-4954 (q) Vendor POC: [REDACTED] 703-4836 (q)</p> <p>The total amount of award: \$188,452.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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\$0.00

OPTIONAL FORM 348 (Rev. 4/2008)

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## **LIMITED SOURCES JUSTIFICATION AND APPROVAL**

This is a Delivery Order under Multiple Award IDIQ (NETCENTS) issued pursuant to FAR Subpart 16.5, 41 U.S.C. 253 (c) (1), and the use of Brand Name IAW DHS Acquisition Alert 10-23. The restriction of consideration is justified by the following facts and rationale:

### **I. Identification of the agency and the contracting activity and specific identification of the document as a "Limited Source Justification"**

U.S. Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street, NW, Suite 800  
Washington, DC 20536

### **II. Nature and/or description of the action being approved.**

DHS /ICE/TechOps has a requirement on a sole source basis, in the interest of economy and efficiency, as a logical follow-on to HSCETE-09-F-00059 for \$1,171,167.00. HSCETE-09-F-00059 was a competed procurement off the Air Force NETCENTS contract vehicle. HSCETE-09-F-00059 upgraded the [REDACTED] for ICE. All NETCENTS awardees were given a fair opportunity to be considered for the original order.

This requirement is to purchase additional equipment for the [REDACTED] program for an estimated cost of \$188,452.00. This equipment associated with the [REDACTED] program will allow ICE Agents and Officers to [REDACTED]. This law enforcement technique is [REDACTED]

The commodities were supplied by:

**Harris IT Services Corporation**  
Wireless Products Group  
21000 Atlantic Blvd.  
Suite 300  
Dulles, VA 20166-2496

### **III. A description of the supplies or services required to meet the agency's needs (including the estimated value).**

This requirement will provide several upgrades to existing proprietary Harris equipment. Specifically, this requirement will upgrade [REDACTED] and provide training. Currently [REDACTED]

[REDACTED] Therefore, these upgrades are critical to the performance of the [REDACTED]

The Portable Power Kit is a battery pack device used during air operations. The battery kit is specifically designed to be used with the Stingray II system. It uses enough lithium batteries to power the Stingray II and Harpoon amps for several hours without affecting the air platforms electrical system.

The Power Pack Kit Charger is used to charge the portable power kit. The power pack is very large and uses Lithium batteries.

This procurement contains items procured off Harris IT Services NETCENTS contract. The total dollar amount of this procurement is \$188,452.00.

**IV. Identification of the justification rationale (see 16.505-(b)(2)(iii)) and, if applicable, a demonstration of the proposed contractor's unique qualifications to provide the required supply or service.**

The statutory authority permitting this limited source acquisition is 40 U.S.C. 501 and 41 U.S.C. 253 (c) implemented by the Federal Acquisition Regulation (FAR) Subpart 16.505-(b)(2)(iii). The order must be issued on a sole-source basis in the interest of the economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

As previously mentioned, All NETCENTS awardees were given a fair opportunity to be considered for the original order. ICE-C3 has already invested over \$5M in their [REDACTED] program utilizing Harris Corporation products. This requirement (E) continues the development for the [REDACTED] program. The estimated cost is \$188,452.00 for additional items to upgrade the existing program. This equipment associated with the [REDACTED] program will allow ICE Agents and Officers to [REDACTED] This law enforcement technique is [REDACTED]

Furthermore, it is unreasonably expensive and with a high risk of failure for a new contractor to perform the ICE-C3 mission critical services. The potential harm to the Government is unacceptable delays in fulfilling the agency's requirements and mission critical services.

**V. Demonstration that the nature of the acquisition requires use of the authority cited.**

Harris Corporation offers a comprehensive line of cellular surveillance and tracking equipment, to include Kingfish, Stingray and Stingray II, for exclusive utilization by Government and Law Enforcement agencies. Specifically, ICE has invested \$5,000,000.00 towards the investment of equipment and training in Harris Corporation services. Harris developed, and owns the proprietary rights to, the equipment designs

and software necessary to complete these upgrades. Harris Corporation is the only source and sole distributor of the Kingfish, Stingray, Stingray II, Harpoon amplifiers, upband converters, Amberjack direction finding antennas, Porpoise silent SMS kits, vehicular-based systems and their related equipment, training and maintenance. No other company has the capability or access to the proprietary equipment and software necessary to satisfy the Government's requirements. Therefore, it is necessary to award this order as a logical follow-on to the current order.

**VI. Description of Efforts made to ensure that offers are solicited from as many potential sources as is practicable.**

Only Harris Corporation can provide the proprietary equipment and software required to upgrade the existing Stingray systems. Other equipment is not compatible with the Stingray systems. ICE currently has an unlimited maintenance agreement with Harris Corporation. This agreement provides additional equipment to replace older equipment and providing training to ICE agents.

**VII. Determination by the Contracting Officer that the anticipated cost to the Government will be fair and reasonable.**

The contracting officer will determine that the anticipated price(s) will be fair and reasonable based using various pricing mechanisms including but not limited to the following: catalog or established price list, market prices, historical prices, price based on prior competition, comparison to a substantially similar item, and sales of the same item to other purchases.

The items procured are under the NETCENTS contract. The NETCENTS Contracting Officer has already determined their prices to be fair and reasonable. It is anticipated the duplication of items procured by Harris Corporation costs will be fair and reasonable.

**VIII. A description of the market research conducted among schedule holders and the results or a statement of the reason market research was not conducted.**

ICE Technical Operations personnel have conducted extensive market research for similar products. This research included Internet searches utilizing multiple Internet search engines, law enforcement catalogues, inquiries to other law enforcement agencies, vendor research, and law enforcement inquiries conducted at the National Technical Investigators Association (NATIA) national conference. ICE Technical Operations personnel are constantly surveying the marketplace for responsible and capable vendors. ICE Technical Operations personnel consistently meet with companies and other Law Enforcement agencies to discuss their capabilities and research tools and techniques utilized during over the air tracking missions. The results of the research conducted by Technical Operations determined there is not any additional sources of the equipment required in this procurement action or the cost of equipment replacement would not be financially feasible for the government.

Technical Operations has researched the Internet and other sources and found no other vendor with devices compatible with the existing systems. Technical Operation personnel have met with Digital Receiver Technology relating to [REDACTED] systems. Digital Receiver Technology could not provide a system with the same capabilities as the Harris equipment. To replace the existing Harris equipment with Digital Receiver Technology equipment would cost the government an additional \$6,000,000.00. The \$6,000,000.00 investment into Digital Receiver Technology equipment would leave the [REDACTED] program with technology gaps. The purchase of the Harris upgrades would not leave the [REDACTED] program with technology gaps.

**IX. Any other facts supporting the justification.**

This type of electronic surveillance equipment is utilized by Law Enforcement and Intelligence agencies. Posting this type of equipment purchase in public view can jeopardize the tools and techniques utilized by these by these agencies, and compromise investigations and officer safety, and the safety of the equipment operators.

All law enforcement agents utilize this system. If ICE uses another system, it would be inefficient with multi-systems operating. It would increase costs for training on a new system, dual maintenance, and trouble shooting problems. In addition, information could potentially get lost since the two systems would not be able to share information between them.

**X. A listing of sources, if any, that expressed, in writing, an interest in the acquisition.**

None was identified. The market research conducted by the Technical Operations Telecommunications group revealed no other alternative sources are available to provide upgrades to the Harris [REDACTED] equipment.

**XI. A statement of the actions, if any, the agency may take to remove or overcome any barriers that preclude the agency from meeting the requirements of 8.405-1 and 8.405-2 before any subsequent acquisition for the supplies or services is made.**

Harris Corporation is the sole distributor for Stingray systems and their associated parts and accessories. Based on these facts, no efforts to overcome the barriers to competition are possible. In order for the agency to remove or to overcome barriers to compete this acquisition for required services, the vendor Harris will have to release their proprietary product details for public use. ICE Technical Operations personnel meet quarterly with other agencies to review new technology and exchange internal developments. Technical Operations will continue to look for better devices and technology and/or better priced devices that may meet the field requirements of the ICE [REDACTED]

**XII. Technical Personnel Certification**

I certify that any supporting data which form a basis for this justification are complete and accurate:

[REDACTED]  
Contracting Officer's Technical Representative

8-5-10

\_\_\_\_\_  
Date

**Contracting Officer:**

I certify that the data supporting the recommended use for Limited Sources is accurate and complete to the best of my knowledge.

[REDACTED]  
Office of Acquisition Management  
U.S. Immigration and Customs Enforcement

9/20/10

\_\_\_\_\_  
Date

## DOCUMENTATION OF SELECTION

Contracting Officer: [REDACTED]  
 Contract Specialist: [REDACTED]  
 Order No.: HSCETE-10-F-00069  
 Award Amount: \$188,452.00  
 Requisition No.: 192109VHQ6TEC0117  
 Contractor: Harris IT Services Corporation  
 GSA #: N/A  
 NETCENTS #: FA8771-04-D-0003  
 Period of Performance: 09/27/2010 – 03/26/2011 (180 days)  
 Contract Type: Firm Fixed Price

**Background:**

ICE Office of Investigations, Law Enforcement Support and Information Management Division, Technical Operations has a requirement to upgrade field deployed [REDACTED] equipment. The selected vendor shall provide equipment to upgrade the [REDACTED] system. The [REDACTED]

[REDACTED] Tracking program has Harris equipment deployed in [REDACTED] locations. The equipment deployed in these [REDACTED] locations are [REDACTED]. ICE [REDACTED] competed the base procurement (order #HSCETE-09-F-00059) through Air Force Network Centric Solutions (NETCENTS) contract vehicle. This procurement is to upgrade additional equipment and provide training to the ICE agents. Therefore, this is a logical follow-on to the existing order.

**Price Analysis:**

The Contract Specialist received two quotes; one from the Harris NETCENTS contract and one from Harris Corporation.

This requirement contains a training class for [REDACTED]. The training class will take place in Phoenix, AZ for 4 students maximum, 8 hours each day over 5 days. The training will cover all of Harris Stringray II operations from an airborne platform. Specifically, four students are to attend this special training on three different software packages (iDEN, GSM, and CDM mobile handsets) for the [REDACTED] Program. This class is considered an advanced training class. The class will consist of 8-12 hours of training per session. The schedule is more unpredictable due to a large portion of the training taking place in an aircraft. The aircraft will require additional setup, testing and safety precautions from Harris Corporation. This will require the Harris trainers to be on site a couple days before the actual beginning of the training class. The teacher to student ratio for the airborne class is 1 to 2 which adds to the additional cost of the training.

The chart below is a comparison of these two quotes.

Harris Corporation, Wireless Products Group submitted a Price Catalog effective January 2008. All of the items were listed in their pricing catalog. Below is a chart comparing the prices from their catalog to order #HSCETE-09-F-00059\_P0001 proposed prices.

ITEMS	HARRIS PRICING	QTY	TOTAL	CLIN #	ITEMS	ORDER #	QTY	TOTAL
Stingray II- Upgrade		1		0019	Stingray II- Upgrade	HSCETE-09-F-00059_P0001	1	
#2009523-101 Laptop PC		1		0020	#2009523-101 Laptop PC		1	
PA-KIT-30W IDEN 800		1		0021	PA-KIT-30W IDEN 800		1	
PA-KIT-30W DUAL-BAND		1		0022	PA-KIT-30W DUAL-BAND		1	
PA-KIT-30W 2100		1		0023	PA-KIT-30W 2100		1	
TRAIN-WC-SRII-AIR3-5		1		0024	TRAIN-WC-SRII-AIR3-5		1	
AIRBN-KIT-II		1		0025	AIRBN-KIT-II		1	
SIDEWINDER		2		0026	SIDEWINDER		2	
PPK-12VDC		1		0027	PPK-12VDC		1	
PPK-Charger: Power Pack Kit Charger		1		0028	PPK-Charger: Power Pack Kit Charger		1	
<b>TOTAL</b>			<b>\$189,652.00</b>		<b>TOTAL</b>			<b>\$188,452.00</b>

A comparison of the items between the Harris Wireless Catalog Pricing and the quote illustrates Harris provided the Government their catalog prices. This discount amounted in a savings of \_\_\_\_\_ for the Government.

Based on the above price analysis, it is in the Government's best interest to award to this Harris IT Services Corporation as a logical follow-on to the base order. Therefore, Harris IT Services Corporation offered price is deemed to be fair and reasonable.

The major points listed above must be corrected and resubmitted for approval.

Approved, subject to the correction of the points above.

Approved.

Signature:



9/20/10  
(Date)

Contract Specialist

Signature:



9/20/10  
(Date)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO P00001		3. EFFECTIVE DATE 03/25/2011	4. REQUISITION/PURCHASE REQ. NO. 192111VHQ6TEC0038	5. PROJECT NO (If applicable) 1 2
6. ISSUED BY ICE/Information Tech/SW & HW Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536		CODE ICE/TE/SW/HW	7. ADMINISTERED BY (If other than Item 6) ICE/Information Tech/SW & HW Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Attn: [REDACTED] Washington DC 20536	CODE ICE/TE/SW/HW
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HARRIS IT SERVICES CORPORATION 21000 ATLANTIC BLVD SUITE 300 DULLES VA 201662496			(x) 9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			x 10A. MODIFICATION OF CONTRACT/ORDER NO. FA8771-04-D-0003 HSCTE-10-F-00069	10B. DATED (SEE ITEM 13)
				09/21/2010
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  <input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  <input type="checkbox"/> D. OTHER (Specify type of modification and authority) <input checked="" type="checkbox"/> FAR 43.0103(b), Unilateral Modification			
E. IMPORTANT:	Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 602938771				
The purpose of this unilateral modification is to extend the period of performance for CLIN 0006: TRAIN-WC-SRII-AIR-3-5: TRAINING - WEST COAST SRII AIRBORNE 3- PROTOCOL 5 STRINGRAY II. AIRBORNE TRAINING from 09/27/2010 - 03/26/2011 to 09/27/2010 to 09/26/2011 at no additional cost to the Government.				
The total contract value remains unchanged at \$188,452.00.				
All other terms and conditions remain unchanged. Delivery: 30 Days After Award Discount Terms: Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR  _____ NSN 7540-01-152-8070 Previous edition unusable		15C. DATE SIGNED  _____ [Redacted]		

CONTINUATION SHEET		REFERENCE NO. OF FA8771-04-D-0003/HSCETE-10-F-00069/P00001	JMENT BEING CONTINUED		PAGE 2	OF 2
NAME OF OFFEROR OR CONTRACTOR HARRIS IT SERVICES CORPORATION						
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
0006	<p>Net 30</p> <p>Delivery Location Code: ICE/INV/HQ-D6 ICE Ofc of Investigations HQ Div. 6 Immigration and Customs Enforcement 500 12th Street SW Washington DC 20024</p> <p>Accounting Info: SWBV000-000 BA 10-50-00-000 15-01-0600-08-00-00-00 GE-25-00-00-000000 FOB: Destination Period of Performance: 09/27/2010 to 09/26/2011</p> <p>Change Item 0006 to read as follows (amount shown is the obligated amount):</p> <p>TRAIN-WC-SRII-AIR-3-5: TRAINING - WEST COAST SRII AIRBORNE 3-PROTOCOL 5 STINGRAY II AIRBORNE TRAINING</p> <p>For questions regarding this order:            Contract Officer: [REDACTED] 202-732-[REDACTED] (q)            Contract Specialist: [REDACTED] 202-732-[REDACTED] (q)            Technical POC: [REDACTED] 703-495-[REDACTED] (q)            Vendor POC: [REDACTED] 703-483-[REDACTED] (q)</p>	1	EA	[REDACTED]		



U.S. Immigration  
and Customs  
Enforcement

## MODIFICATION SUMMARY REVIEW SHEET

Contract Specialist: [REDACTED]

Order No.: HSCETE-10-F-00069

Modification #: P00001

Type of Contract: Firm-Fixed Price

Amount Change: \$N/A

Total Contract Value: \$188,452.00

Requisition No.: 192111VHQ6TEC0038

Contractor: Harris Corporation

Netcents #: FA8771-04-D-0003

### Background:

The new Technical Enforcement Officers (TEO) in the Phoenix, Arizona Office are required to take a Basic Stingray II class before they can take the Air Class under CLIN 0006 in this order. The Program Office is working to provide them the Basic Stingray II class now so they can proceed with the required Air Class Training under this order. As a result, the Program Office is requesting to extend the period of performance to allow time for the new TEOs in the Phoenix, Arizona Office to complete the initial training so they can proceed to the required training in this Purchase Order.

### Description:

The purpose of this unilateral modification is to extend CLIN 0006 period of performance from 09/27/2010 – 03/26/2011 to 09/27/2010 – 09/26/2011 at no additional cost to the Government.

The total contract value remains unchanged at \$188,452.00.

All other terms and conditions remain unchanged.

3/25/11  
Date

3/25/11  
Date

ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						1   8	
1. DATE OF ORDER 09/28/2009	2. CONTRACT NO. (If any) FA8771-04-D-0003		6. SHIP TO:				
3. ORDER NO. HSCETE-09-F-00059		4. REQUISITION/REFERENCE NO. 192109VHQTECH0031.1	b. NAME OF CONSIGNEE  Immigration and Customs Enforcement				
5. ISSUING OFFICE (Address correspondence to) ICE/Information Tech/SW & HW Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536			b. STREET ADDRESS Attn: 10720 Richmond Highway Suite N				
7. TO:  8. NAME OF CONTRACTOR HARRIS IT SERVICES CORPORATION			c. CITY Lorton	d. STATE VA	e. ZIP CODE 22079		
b. COMPANY NAME			f. SHIP VIA				
c. STREET ADDRESS 21000 ATLANTIC BLVD SUITE 300			8. TYPE OF ORDER  <input type="checkbox"/> a. PURCHASE REFERENCE YOUR: Quote #: 981-24777  <input checked="" type="checkbox"/> b. DELIVERY  Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.				
d. CITY DULLES		e. STATE VA	f. ZIP CODE 201662496	9. ACCOUNTING AND APPROPRIATION DATA See Schedule			
10. REQUISITIONING OFFICE ICE Ofc of Investigations HQ Div. 6							
11. BUSINESS CLASSIFICATION (Check appropriate box(es))  <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED  <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS						12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award		16. DISCOUNT TERMS  Net 30	
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)		QUANTITY ORDERED (c)	UNIT UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 602938771 THIS ORDER ISSUED AGAINST THE US AIR FORCE NETCENTS CONTRACT FA8771-04-D-0003 UNDER AUTHORITY OF THE ECONOMY ACT (31 U.S.C. 1535). ALL NETCENTS CONTRACT # FA8771-04-D-0003 TERMS AND CONDITIONS Continued ...						
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	\$1,171,167.00	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	b. NAME DHS, ICE						17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)		Burlington Finance Center P.O. Box 1620 Attn: ICE-OI-HQ-DIV 6				
c. CITY Williston							
22. UNITED STATES OF AMERICA BY (Signature)							
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE							
CONTRACTING/ORDERING OFFICER							
OPTIONAL FORM 347 (Rev. 4/2008) Prescribed by GSAGAR 48 CFR 53.213(e)							

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION						PAGE NO 2
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						
DATE OF ORDER 09/28/2009	CONTRACT NO. FA8771-04-D-0003				ORDER NO. HSCETE-09-F-00059	
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	APPLY. ALL NETCENTS FEES AND ANY RELATED CONUS SHIPPING CHARGES ARE INCLUDED. THIS IS A FIRM FIXED PRICE ORDER. DELIVERY SHALL BE MADE WITHIN 30 DAYS AFTER RECEIPT OF ORDER.					
0001	UMTS BAND IV - AWS CONVERTER (CONV-2100/1700)  Accounting Info: OIDIV04-4LA BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]	20	EA	[REDACTED]	[REDACTED]	
0002	AMBERJACK-X OR G TO AMBERJACK-2 UPGRADE (WIDE) (AJ-W-UG)  Accounting Info: OIDIV04-4LA BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]	10	EA	[REDACTED]	[REDACTED]	
0003	HARPOON 2100MHZ (PA-KIT-30W 2100)  Accounting Info: OIDIV04-4LA BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]	3	EA	[REDACTED]	[REDACTED]	
0004	RUGGED MINI-PC CONTROLLER (GD GO BOOK) (2014069-101)  Accounting Info: OIDIV04-4LA BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]	11	EA	[REDACTED]	[REDACTED]	
0005	STINGRAY II - UPGRADE (STINGRAY II - UP) LAPTOP PC IS INCLUDED IN THE COST OF THE Continued ...	2	EA	[REDACTED]	[REDACTED]	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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OPTIONAL FORM 348 (Rev. 4/2008)

Prescribed by GSA FAR (48 CFR) 53.213(e)

ORDER 1 SUPPLIES OR SERVICES SCHEDULE - CONTINUATION						PAGE NO
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						3
DATE OF ORDER	CONTRACT NO.					ORDER NO.
09/28/2009	FA8771-04-D-0003					HSCETE-09-F-00059
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	STINGRAY UPGRADE.  Accounting Info: OIDIV04-4LA BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]					
0006	HARPOON IDEN 800MHZ (PA-KIT-30W IDEN 800)  Accounting Info: OIDIV04-4LA BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]	3	EA		[REDACTED]	
0007	HARPOON DUAL-BAND 850/1900MHZ (PA-KIT-30W DUAL-BAND).  Accounting Info: OIDIV04-4LA BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]	2	EA		[REDACTED]	
0008	STINGRAY SDR RADIO SLICE (3092527-201)  Accounting Info: OIDIV04-4LA BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]	2	EA		[REDACTED]	
0009	PORPOISE 3G SILENT SMS (PORPOISE-3G)  Accounting Info: OIDIV04-4LA BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]	4	EA		[REDACTED]	
0010	STINGRAY II SYSTEM (P/N: SRAY-II) Continued ...	1	EA		[REDACTED]	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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OPTIONAL FORM 348 (Rev. 4/2000)

Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER 1 SUPPLIES OR SERVICES SCHEDULE - CONTINUATION						PAGE NO 4
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						
DATE OF ORDER	CONTRACT NO.					ORDER NO. HSCETE-09-F-00059
09/28/2009	FA8771-04-D-0003					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<FOR SAC NEWARK>					
	Accounting Info: OIDIV04-TFH BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00- 000000 Funded: [REDACTED]					
0011	CDMA CONTROLLER SOFTWARE (P/N: SRAY-II-CDMA-SW) <FOR SAC NEWARK>	1	EA	[REDACTED]	[REDACTED]	
	Accounting Info: OIDIV04-TFH BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]					
0012	GSM CONTROLLER SOFTWARE (P/N: SRAY-II-GSM-SW) <FOR SAC NEWARK>	1	EA	[REDACTED]	[REDACTED]	
	Accounting Info: OIDIV04-TFH BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]					
0013	IDEN CONTROLLER SOFTWARE (P/N: SRAY-II-IDEN-SW) <FOR SAC NEWARK>	1	EA	[REDACTED]	[REDACTED]	
	Accounting Info: OIDIV04-TFH BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Funded: [REDACTED]					
0014	DELL LATITUDE D630 LAPTOP PC CONTROLLER (P/N: LAPTOP PC 2009523-101) <FOR SAC NEWARK>	1	EA	[REDACTED]	[REDACTED]	
	Accounting Info: OIDIV04-TFH BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000 Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)

Prescribed by GSA FAR (46 CFR) 53.213(e)

ORDER OF SUPPLIES OR SERVICES SCHEDULE - CONTINUATION						PAGE NO 5
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						
DATE OF ORDER 09/28/2009	CONTRACT NO. FA8771-04-D-0003				ORDER NO. HSCETE-09-F-00059	
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0015	<p>Funded: [REDACTED]</p> <p>HARPOON HIGH POWER FILTERED 30W PA KIT - SINGLE BAND IDEN 800 (P/N: PA-KIT-30W IDEN 800) &lt;FOR SAC NEWARK&gt;</p> <p>Accounting Info: OIDIV04-TFH BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000</p> <p>Funded: [REDACTED]</p>	1	EA	[REDACTED]	[REDACTED]	
0016	<p>HARPOON HIGH POWER FILTERED 30W PA KIT - DUAL-BAND 850/1900 (P/N: PA-KIT-30W DUAL-BAND CONUS) &lt;FOR SAC NEWARK&gt;</p> <p>Accounting Info: OIDIV04-TFH BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000</p> <p>Funded: [REDACTED]</p>	1	EA	[REDACTED]	[REDACTED]	
0017	<p>HARPOON HIGH POWER FILTERED 30W PA KIT - SINGLE BAND 2100 (P/N: PA-KIT-30W 2100) &lt;FOR SAC NEWARK&gt;</p> <p>Accounting Info: OIDIV04-TFH BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000</p> <p>Funded: [REDACTED]</p>	1	EA	[REDACTED]	[REDACTED]	
0018	<p>AMBERJACK-W (IDEN800/850/900/1800/1900/2100) (P/N: AJ-W) &lt;FOR SAC NEWARK&gt;</p> <p>Accounting Info: OIDIV04-TFH BA 10-50-00-000 15-01-0400-04-00-00-00 GE-31-36-00-000000</p> <p>Funded: [REDACTED]</p> <p>Continued ...</p>	1	EA	[REDACTED]	[REDACTED]	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(h))

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2008)

Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER : SUPPLIES OR SERVICES SCHEDULE - CONTINUATION						PAGE NO 6
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						
DATE OF ORDER 09/28/2009	CONTRACT NO. FA8771-04-D-0003				ORDER NO. HSCETE-09-F-00059	
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>ADVANCE PAYMENTS ARE NOT AUTHORIZED. CONTRACTOR SHALL SUBMIT INVOICE MONTHLY OR QUARTERLY IN ARREARS.</p> <p><b>INVOICE PAYMENT INSTRUCTIONS</b></p> <p>Please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ.</p> <p>1. Invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail: See Block 21.</p> <p>b. By facsimile (fax) at: 802-288-[REDACTED] (7)c (include a cover sheet with point of contact &amp; # of pages)</p> <p>c. By e-mail at: [REDACTED]</p> <p>Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to award and shall be noted on every invoice submitted to ICE/OAQ on or after 01 March 2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be noted on every invoice. Please send an additional copy of the invoice to [REDACTED]</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>An invoice must include: (i) Name and address of the Contractor; Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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\$0.00

OPTIONAL FORM 348 (Rev. 4/2000)  
Prescribed by GSA FAR (49 CFR) 51.213(f)

ORDER 1 SUPPLIES OR SERVICES SCHEDULE - CONTINUATION					PAGE NO	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.					7	
DATE OF ORDER	CONTRACT NO.				ORDER NO.	
09/28/2009	FA8771-04-D-0003				HSCETE-09-F-00059	
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(ii) Invoice date and number;</p> <p>(iii) Contract number, contract line item number and, if applicable, the order number;</p> <p>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>Continued ...</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(h))					\$0.00	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)  
Prescribed by GSA FAR (48 CFR) 53.213(r)

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION						PAGE NO 8
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						
DATE OF ORDER	CONTRACT NO.					ORDER NO. HSCETE-09-F-00059
09/09/2009	FA8771-04-D-0003					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>3. All other terms and conditions remain the same.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.</p> <p>The Contractor is requested to acknowledge acceptance of this delivery order by signing in the space below and returning a copy of this page with signature to the Contract Specialist via email. The Contractor should not accept any instruction that results in a change to the supplies/services ordered herein from any Entity.</p>  <p>For questions regarding this order:  Contract Specialist: [REDACTED] 202-732-[REDACTED]  Receiving Officer: [REDACTED] 703-4934 [REDACTED] (7)c  Technical POC: [REDACTED] 703-495 [REDACTED]  Vendor POC: [REDACTED] 703-488 [REDACTED] (7)c</p> <p>The total amount of award: \$1,171,167.00.  The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(h))  
AUTHORIZED FOR LOCAL REPRODUCTION  
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\$0.00

OPTIONAL FORM 340 GSA FEB 2008  
Printed by GSA FAR/42 CFR 51.210(d)

## SUMMARY REVIEW SHEET

<b>Contracting Officer:</b>	[REDACTED]
<b>Contract Specialist:</b>	
<b>Order No.:</b>	HSCETE-09-F-00059
<b>Award Amount:</b>	\$1,171,167.00
<b>Requisition No.:</b>	192109VHQTECH0031.1
<b>Contractor:</b>	Harris IT Services Corporation
<b>GSA #:</b>	N/A
<b>NETCENTS #:</b>	FA8771-04-D-0003
<b>Period of Performance:</b>	Date of award – 30 days
<b>Contract Type:</b>	Firm Fixed Price

**Background:**

ICE Office of Investigations, Law Enforcement Support and Information Management Division, Technical Operations has a requirement to upgrade field deployed [REDACTED] equipment. The selected vendor shall provide equipment to upgrade the [REDACTED] system. The upgrades/enhancements must be compatible with the existing field deployed [REDACTED] equipment. The [REDACTED] program has Harris equipment deployed in [REDACTED] locations.

[REDACTED]

ICE Solicitation #HSCETE-09-Q-00594 was issued through Air Force Network Centric Solutions (NETCENTS) contract vehicle. The Air Force created NETCENTS from local area networks to an Air Force IT Enterprise Network-Centric solutions vehicle for achieving standardization and interoperability required in a net-centric war fighting environment. All military services, DoD, and federal agencies can utilize this contract vehicle. Orders are placed in accordance with the NETCENTS Ordering Guide to all eight contractors (see Tab 8). In general, delivery orders may be competed via full competition amongst all eight contractor teams. NETCENTS is a highly flexible contract vehicle that covers the entire range of networking and telephony products and services requirements.

NETCENTS was awarded to eight contractors. The eight contractors were: 1) Booz Allen Hamilton, 2) CENTECH Group, 3) General Dynamics, 4) Lockheed Martin, 5) NCI, 6) Northrop Grumman, 7) Telos, and 8) Multimax Incorporated. On June 13, 2008, Multimax Incorporated changed its corporate name to Harris IT Services Corporation (see Tab 21).

ICE Office of Acquisition is ordering all the items requested off the G-514.

**Price Analysis:**

In the past, ICE procured some of these items from Harris Corporation. These items were procured under the following two orders: HSCENV-08-P-00254 and HSCENV-08-P-00241.

The chart below is historical information. I compared the price for one item under various orders for the same item under the new order #HSCETE-09-F-00059. The new prices are the same under the previous order #HSCENV-08-P-00254.

ITEMS	ORDER #	QTY	TOTAL	ITEMS	ORDER #	QTY	TOTAL
	HSCENV-08-P-00254				HSCETE-09-F-00059		
Stingray II Upgrade		1		Stingray II Upgrade		2	
AMBERJACK-X		1		AMBERJACK-X		10	
PA-KIT-30W Dual-Band		1		PA-KIT-30W Dual-Band		2	
PA-KIT-30W iDEN 800		1		PA-KIT-30W iDEN 800		3	

Harris Corporation, Wireless Products Group submitted a Price Catalog effective January 2008. All of the items were listed in their pricing catalog. Below is a chart comparing the prices from their catalog to order #HSCETE-09-F-00059 prices.

ITEMS	HARRIS PRICING CATALOG	QTY	TOTAL	CLIN #	ITEMS	ORDER #	QTY	TOTAL
						HSCETE-09-F-00059		
CONV-2100/1700		20		0001	CONV-2100/1700		20	
AMBERJACK-X		10		0002	AMBERJACK-X		10	
PA-KIT-30W 2100		3		0003	PA-KIT-30W 2100		3	
RUGGED MINI-PC		11		0004	RUGGED MINI-PC		11	
Stingray II Upgrade		2		0005	Stingray II Upgrade		2	
PA-KIT-30W iDEN 800		3		0006	PA-KIT-30W iDEN 800		3	
PA-KIT-30W Dual-Band		2		0007	PA-KIT-30W Dual-Band		2	
STINGRAY SDR RADIO SLICE		2		0008	STINGRAY SDR RADIO SLICE		2	
PORPOISE - 3G		4		0009	PORPOISE - 3G		4	

STINGRAY II SYSTEM	1	0010 STINGRAY II SYSTEM	1
CDMA CONTROLLER SOFTWARE	1	0011 CDMA CONTROLLER SOFTWARE	1
GSM CONTROLLER SOFTWARE	1	0012 GSM CONTROLLER SOFTWARE	1
IDEN CONTROLLER SOFTWARE	1	0013 IDEN CONTROLLER SOFTWARE	1
DELL LATITUDE PC	1	0014 DELL LATITUDE PC	1
HARPOON HIGH POWER – SINGLE BAND IDEN 800	1	0015 HARPOON HIGH POWER – SINGLE BAND IDEN 800	1
HARPOON HIGH POWER – DUAL BAND 850/1900	1	0016 HARPOON HIGH POWER – DUAL BAND 850/1900	1
HARPOON HIGH POWER – SINGLE BAND 2100	1	0017 HARPOON HIGH POWER – SINGLE BAND 2100	1
AMBERJACK – W	1	0018 AMBERJACK – W	1
TOTAL		TOTAL	\$1,171,167.00

A comparison of the items between the Harris Wireless Pricing Catalog and the quote illustrates Harris provided the Government their catalog prices. Harris provided the Government a discount on CLIN 0004 for the Rugged PC. This discount amounted in a savings of [REDACTED] for the Government.

Part of the NETCENTS source selection included an evaluation of each Offeror's guaranteed minimum discounts from the Manufacturer's List Price. In each case, the Air Force examined the NETCENTS individual purchase prices listed on the Contractor's catalogs. The Air Force determined the prices did not exceed the Federal Supply Schedule (FSS) prices for the same OEM product and/or component. Furthermore, the NETCENTS catalogs are far more comprehensive for network-centric products. Additionally prices for these items were negotiated even lower for quantity buys or those components installed as a part of a network-centric solution.

**Price Reasonableness:**

The prices of the supplies available from this contract were determined fair and reasonable— prior to award— by the servicing agency's Contracting Officer. The servicing agency negotiated discounts prior to awarding this contract, and these discounts are available to ICE.

Based on FAR 15.404-1 (b) (2) the Government may use various price analysis techniques and procedures to ensure a fair and reasonable price. Such techniques include, but not limited to the following: (i) Comparison of proposed prices received in response to the solicitation. In accordance with FAR 15.403-1(c)(1), even though ICE received only one NETCENTS quote there was a expectation that there would be competition from the other eight vendors.

Although only one quote was received, fair opportunity was established through the NETCENTS portal with an email notification to all 8 prime vendors. The quote was compared against historical orders, Harris Pricing Catalog, as well as the Independent Government Cost Estimate (IGCE). The IGCE was for

[REDACTED] The quote was [REDACTED] less than the IGCE. Harris provided the Government a discount on CLIN 0004 for the Rugged PC. This discount amounted in a savings of \$ [REDACTED] for the Government.

Based on the above price analysis, Harris IT Services Corporation is the only provider for this acquisition and meets the Government's requirements. Therefore, Harris IT Services Corporation offered price is deemed to be fair and reasonable.

---



09-16-09  
Date

9/22/09  
Date

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ	<input checked="" type="checkbox"/> IS	<input type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE	PAGE OF PAGES	
1. REQUEST NO. HSCETE-09-Q-00594	2. DATE ISSUED 08/28/2009	3. REQUISITION/PURCHASE REQUEST NO. 192109VHQTECH0031.1	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1		1 4	
5a. ISSUED BY ICE/Information Tech/SW & HW Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536					6 DELIVERY BY (Date) 30 Days After Award	
					7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
					8. DESTINATION b. NAME OF CONSIGNEE Immigration and Customs Enforcement	
					b. STREET ADDRESS Office of Investigations HQ Div. 6 Attn: [REDACTED]	
					c. CITY 10720 Richmond Highway Suite N	
					d. CITY Lorton	
					e. STATE VA	
					f. ZIP CODE 22079	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/04/2009 1700 ES		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0001	THIS IS A NETCENTS RFQ. ALL NETCENTS TERMS AND CONDITIONS APPLY. ANY QUESTIONS REGARDING THIS RFQ PLEASE SUBMIT VIA EMAIL TO CHRISTIE.L.HARRIS@DHS.GOV.  PER FAR 52.211-6, THIS PROCUREMENT IS FOR BRAND NAME OR EQUAL. IF YOU UTILIZE EQUAL PRODUCTS, PLEASE PROVIDE A DESCRIPTION DOCUMENTING THE PRODUCT QUALIFICATIONS.  [REDACTED]					
	UMTS BAND IV - AWS CONVERTER Continued ...	20	EA			
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached						
13. NAME AND ADDRESS OF QUOTER		14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION			15. DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS					16. SIGNER	
c. COUNTY					a. NAME (Type or print)	
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)		
d. TELEPHONE AREA CODE						
c. NUMBER						
17. AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable						
STANDARD FORM 18 (REV. 6-95) Prescribed by GSA - FAR (48 CFR) 53.215-1(a)						

<b>CONTINUATION SHEET</b>		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCETE-09-Q-00594	PAGE 2	OF 4
NAME OF OFFEROR OR CONTRACTOR				
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)
	(CONV-2100/1700)			AMOUNT (F)
0002	Delivery: 30 Days After Award AMBERJACK-X OR G TO AMBERJACK-2 UPGRADE (WIDE) (AJ-W-UG)	10	EA	
0003	Delivery: 30 Days After Award HARPOON 2100MHZ (PA-KIT-30W 2100)	3	EA	
0004	Delivery: 30 Days After Award MINI-PC (OQO) (2015651-101)	11	EA	
0005	Delivery: 30 Days After Award STINGRAY II - UPGRADE (STINGRAY II - UP)	2	EA	
0006	Delivery: 30 Days After Award HARPOON IDEN 800MHZ (PA-KIT-30W IDEN 800)	1	EA	
0007	Delivery: 30 Days After Award HARPOON DUAL-BAND 850/1900MHZ (PA-KIT-30W DUAL-BAND)	2	EA	
0008	Delivery: 30 Days After Award HARPOON IDEN 800MHZ (PA-KIT-30W IDEN 800)	2	EA	
0009	Delivery: 30 Days After Award STINGRAY SDR RADIO SLICE (3092527-201)	2	EA	
0010	Delivery: 30 Days After Award PORPOISE 3G SILENT SMS (PORPOISE-3G)	4	EA	
0011	Delivery: 30 Days After Award STINGRAY II SYSTEM (P/N: SRAY-II) Continued ...	1	EA	

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCETE-09-Q-00594	PAGE 3	OF 4	
NAME OF OFFEROR OR CONTRACTOR					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<FOR SAC NEWARK>				
0012	Delivery: 30 Days After Award CDMA CONTROLLER SOFTWARE (P/N: SRAY-II-CDMA-SW) <FOR SAC NEWARK>	1	EA		
0013	Delivery: 30 Days After Award GSM CONTROLLER SOFTWARE (P/N: SRAY-II-GSM-SW) <FOR SAC NEWARK>	1	EA		
0014	Delivery: 30 Days After Award IDEN CONTROLLER SOFTWARE (P/N: SRAY-II-IDEN-SW) <FOR SAC NEWARK>	1	EA		
0015	Delivery: 30 Days After Award DELL LATITUDE D630 LAPTOP PC CONTROLLER (P/N: LAPTOP PC 2009523-101) <FOR SAC NEWARK>	1	EA		
0016	Delivery: 30 Days After Award HARPOON HIGH POWER FILTERED 30W PA KIT - SINGLE BAND IDEN 800 (P/N: PA-KIT-30W IDEN 800) <FOR SAC NEWARK>	1	EA		
0017	Delivery: 30 Days After Award HARPOON HIGH POWER FILTERED 30W PA KIT - DUAL-BAND 850/1900 (P/N: PA-KIT-30W DUAL-BAND CONUS) <FOR SAC NEWARK>	1	EA		
0018	Delivery: 30 Days After Award HARPOON HIGH POWER FILTERED 30W PA KIT - SINGLE BAND 2100 (P/N: PA-KIT-30W 2100) <FOR SAC NEWARK>	1	EA		
0019	Delivery: 30 Days After Award AMBERJACK-W (IDEN800/850/900/1800/1900/2100) (P/N: AJ-W) Continued ...	1	EA		

<b>CONTINUATION SHEET</b>		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCETE-09-Q-00594	PAGE 4	OF 4
NAME OF OFFEROR OR CONTRACTOR				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
<FOR SAC NEWARK>	<p>Delivery: 30 Days After Award</p> <p>THE CONTRACTING OFFICER FOR THIS RFQ IS KELVIN GLYMPH. CONTACT INFORMATION FOR KELVIN IS THE FOLLOWING: KELVIN.GLYMPH@DHS.GOV; 202-732-2568</p> <p>CHRISTIE HARRIS IS THE CONTRACT SPECIALIST. HER PHONE NUMBER IS 202-732-2396. PLEASE FURNISH QUOTATION TO CHRISTIE.L.HARRIS@DHS.GOV NO LATER THAN SEPTEMBER 4, 2009 1700 ES.</p>				



**U.S. Immigration  
and Customs  
Enforcement**

*Office of Acquisition Management*  
**U.S. Department of Homeland Security**  
 801 I Street, NW  
 Washington, DC 20536

**DOCUMENTATION OF SELECTION**

Date:	September 07, 2010	Order #:	HSCETE-10-P-00031
Contract Specialist:	[REDACTED]	Solicitation #:	N/A (Sole Source)
Requisition #:	192110VSA00000079	Fed Bid Buy #:	N/A
Customer POC:	[REDACTED]	Award Date:	September 8, 2010
Customer POC #:	(787)729/[REDACTED]7c	Award Amount:	\$7,000.00
<b>Delivery Date/ Period of Performance:</b> Delivery by 10/08/2010			
<b>Buy Description:</b> Purchase of [REDACTED]			

**Vendor Information:**

<b>Contractor</b>	BrimTek, Inc.	<b>Vendor POC:</b>	[REDACTED]
<b>Contract #</b>	N/A (Purchase order)	<b>Vendor POC #:</b>	(571)918/[REDACTED]c
<b>DUNS #</b>	796890593	<b>Vendor E-mail:</b>	[REDACTED]

**Procurement Summary:** The ICE office of Investigations requires [REDACTED] phone kits.

[REDACTED] equipment, is solely manufactured by BrimTek, Incorporated out of Ashburn, VA.

No other vendor can provide these particular [REDACTED] with the distinct features and form factor. BrimTek is the only vendor providing a device [REDACTED] parameters. In addition, the office would like to retain the compatibility of technical operations field equipment and inventory. The equipment from BrimTek is interoperable with other surveillance equipment previously acquired by ICE.

**Price Reasonableness Determination:** Pursuant to FAR 15.401-1 (b) (2), the Government may use various price analysis techniques and procedures to ensure a fair and reasonable price. Such techniques include, but not limited to the following: (ii) comparison of previously proposed prices and previous government and commercial contract prices with current proposed prices for the same or similar items....

Immigration and Customs Enforcement has continuously purchase these same [REDACTED] devices from BrimTek, Inc. In August of 2010, the American Embassy Amman of DHS/ICE purchased [REDACTED] under order # SJO10010M1122 for [REDACTED] each. For this purchase, BrimTek has granted a quantity purchase discount reducing the price to [REDACTED] each. Based on the forgoing information, a determination is hereby made that the discounted price offered by BrimTek in the amount of \$ [REDACTED] for [REDACTED] systems is considered fair and reasonable and are in the best interest of the U.S. Government.

09/07/10

Date

09/08/2010

Date

9/8/10

Date

## JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

---

Pursuant to the requirements of the Competition in Contracting Act (CICA), as implemented by FAR Subpart 6.3 and in accordance with the requirements of FAR 6.303-1, the justification for the use of the statutory authority under FAR Subpart 6.302-1 is justified by the facts and rationale required under FAR 6.303-2 as follows.

*1) Agency and contracting activity*

Department of Homeland Security  
Immigration & Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, 8<sup>th</sup> Floor  
Washington, DC 20536

*2) Nature and / or description of the action being approved*

The Department of Homeland Security, Immigration & customs Enforcement (ICE), Office of Investigations, proposes to enter into a contract on a basis other than full and open competition to procure new [REDACTED] equipment.

*3) Description of supplies or services*

Purchase request # 192110VSA000000079 was submitted to the Office of Acquisition Management in the amount of \$9,000.00 to acquire [REDACTED]

[REDACTED] phone kits for the [REDACTED]. The [REDACTED] phone kit is a specialized [REDACTED]. The proposed vendor, BrimTek, is the sole manufacturer of the [REDACTED] devices. (E)

This procurement will provide additional unique vendor proprietary [REDACTED] that is interoperable with equipment previously acquired by ICE Investigative Services offices. Purchasing these items from BRIMTEK will provide an additional covert law enforcement device and that systems will remain compatible with existing fielded equipment in the ICE inventory. This equipment is an enhancement to ICE Technical Operations mission support and no other vendor can provide these particular [REDACTED] with the distinct features and form factor.

*4) Identification of the statutory authority permitting other than full and open competition*

The statutory authority permitting other than full and open competition is 10 USC 2304 (c) (1) or 41 USC 253 (c) (1), as implemented by the Federal Acquisition Regulation (FAR) Subpart 6.302-1 entitled "Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements".

5) *Demonstration that the nature of the acquisition require use of the authority cited*

We continually work with all covert law enforcement vendors providing new unique devices and have found no other vendor to provide these items.

6) *Description of efforts made to insure that offers are solicited from as many potential sources as practicable*

Having made numerous inquiries at technical tradeshows within the surveillance community; BrimTek appears to be the only vendor providing a device with [REDACTED] required for Office of Investigations mission requirements.

7) *Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable*

The anticipated price offered by the contractor will be fair and reasonable based on past purchases of this equipment from BrimTek, Inc.

8) *A description of the market research*

We have researched and tested many viable alternatives in our labs from many vendors and attend assorted technical trade shows to expand the list of providers. No other vendor has included the necessary features in this [REDACTED]

[REDACTED] There are no other re-sellers of this kit; they are only available from BrimTek which is a Service Disabled Veteran Owned Small Business.

9) *Any other facts supporting the use of other than full and open competition*

There is a need to acquire these devices to provide Office of Investigations personnel the capability of gathering evidence for criminal prosecution.

10) *A listing of the sources, if any, that expressed in writing , an interest in the acquisition*

There have been no expressions of interest, written or otherwise, for this acquisition.

11) A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for supplies or services required.

ICE meets regularly with sister Federal agencies to review new technology. ICE will continue to seek viable alternatives to this proprietary device. Public announcement of this solicitation will jeopardize officer safety and the technology of the devices.

## **12) Certifications**

## **Technical / Requirements personnel Certification**

I certify that the data supporting the recommendation of sole source justification for [REDACTED] Phone kits by other than full and open competition is complete and accurate to the best of my knowledge. I certify that this requirement meets the Government's minimum needs.

#### **Technical Representative**

Date

### **Contracting Officer's Certification**

I hereby determine that the anticipated cost of [REDACTED] for [REDACTED] phone kits is fair and reasonable based on adequate price analysis supported by the IGCE and historical data. I certify that this requirement meets the Government's minimum need and that the supporting data, which forms a basis for this justification, is complete and accurate. Based on the foregoing, I approve the purchase of [REDACTED] phone kits by other than full and open competition pursuant to the authority of FAR 6.302-1 (c) Application for Brand Name Descriptions, as there is only one responsible source and no other supply or service will satisfy the agency's requirement.

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08/31/2010

Part of the NETCENTS source selection included an evaluation of each Offeror's guaranteed minimum discounts from the Manufacturer's List Price. In each case, the Air Force examined the NETCENTS individual purchase prices listed on the Contractor's catalogs. The Air Force determined the prices did not exceed the Federal Supply Schedule (FSS) prices for the same OEM product and/or component. Furthermore, the NETCENTS catalogs are far more comprehensive for network-centric products. Additionally prices for these items were negotiated even lower for quantity buys or those components installed as a part of a network-centric solution.

**Price Reasonableness:**

The prices of the supplies available from this contract were determined fair and reasonable-- prior to award-- by the servicing agency's Contracting Officer. The servicing agency negotiated discounts prior to awarding this contract, and these discounts are available to ICE. A quote was requested from Harris Corporation for the requirement totally \$189,652.00. Line items 0001 through 0005 off their quote are from their GSA contract (GS-35F-0283J). The quote received from off the Harris NETCENTS contract vehicle totaled \$188,452.00. The majority of the prices are similar. Obtaining the items through the NETCENTS [REDACTED]

Based on FAR 15.404-1 (b) (2) the Government may use various price analysis techniques and procedures to ensure a fair and reasonable price. Such techniques include, but not limited to the following: (i) Comparison of proposed prices received in response to the solicitation. In accordance with FAR 15.403-1(c)(1), ICE received two quotes. The quote was compared against Harris Pricing Catalog, as well as a, direct quote from Harris Corporation. Contract line items (CLINs) 0019 through 0023, are identical to Harris corporation GS Schedule prices. GSA has already determined those prices to be fair and reasonable.

The remaining CLINs not off their GSA Schedule were compared to their pricing catalog. The same prices were proposed. The proposed training cost is for [REDACTED] In comparing that cost to other training costs off GSA Schedule. The cost per day seems within the average price range.

	# of People	# of Days	Total Cost	Cost per person/day	Per person cost for 5 Days for 4 people
Harris IT Services Corporation	4	5	[REDACTED]	[REDACTED]	[REDACTED]
FAAC Incorporated (GS-02F-1429H)		1	[REDACTED]	[REDACTED]	[REDACTED]
ICX Technologies, Inc (GS-07F-0117U)	12	1	[REDACTED]	[REDACTED]	[REDACTED]

In comparing this per person cost for training over 5 days, Harris IT Services Corporation is less than FAAC Incorporated. It is slightly higher than ICX. Based on the comparison above, the training requirement is within ranges found on GSA Schedule for similar types of training.

The following items for this requirement can be procured off the NETCENTS contract:

Item Number	Description	QTY	Unit Price	Extend Price
Stingray II	Stingray II – Upgrade	1		
209523-101	Laptop PC	1		
PA-KIT-30W IDEN 800	Harpoon iDEN 800 MHz	1		
PA-KIT-30W DUAL-BAND	Harpoon Dual-Band 850/1900 MHz	1		
PA-KIT-30W 2100	Harpoon 2100 MHz	1		
TRAIN-WC-SRII-AIR-3-5 (Stingray II Airborne Training)	Training – West Coast SRII Airborne 3 - Protocol 5	1		
AIRBN-KIT-II	Airborne Flight Kit	1		
SIDEWINDER	Handheld Passive DF Tool (CDMA, GSM, 2100)	2		
PPK-12VD	Portable Power Kit	1		
PPK-CHARGER	Power Pack Kit Charger	1		
<b>TOTAL</b>				<b>\$188,452.00</b>

Training class will take place in Phoenix, AZ for 4 students maximum, 8 hours each day over 5 days. The training will cover all of Harris Stringray II operations from an airborne platform. Specifically, four students are to attend this special training on three different software packages (iDEN, GSM, and CDM mobile handsets) for the [REDACTED]

[REDACTED] This class is considered an advanced training class. The class will consist of 8-12 hours of training per session. The schedule is more unpredictable due to a large portion of the training taking place in an aircraft. The aircraft will require additional setup, testing and safety precautions from Harris Corporation. This will require the Harris trainers to be on site a couple days before the actual beginning of the training class. The teacher to student ratio for the airborne class is 1 to 2 which adds to the additional cost of the training.

The Airborne Flight Kit consists of specialized antennas, antenna mounts, cables and power connections. These items are all specially designed to work in conjunction with the Harris Stingray II system.

The [REDACTED] is device law enforcement utilize. This device is [REDACTED]  
[REDACTED] The tool is used while conducting a Stingray type mission.  
Law enforcement utilizes this tool to [REDACTED]